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8 JAMES BRADLEY JR. and
9 PEARLENA PRUITT,
10 Plaintiffs,
11 v.
12 COUNTY OF LOS ANGELES;
13 DEPUTY VANESSA DINGILLO
14 (629566); And DOES 1 through 10,
15 Defendants.
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20 Case No.: 2:22-cv-05623-FMO-JPR
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22 STIPULATED PROTECTIVE ORDER
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24 Action Filed: August 31, 2022
25 Pretrial Conference: December 15, 2023
26 Trial Date: January 2, 2024
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Assigned to:
Hon. Fernando M. Olguin, District Judge
Courtroom 6D

IT IS HEREBY STIPULATED by and between the Parties to *Bradley v. County of Los Angeles, et al.*, (Plaintiffs: JAMES BRADLEY JR. AND PEARLENA PRUITT; Defendants: COUNTY OF LOS ANGELES; DEPUTY VANESSA DINGILLO), by and through their respective counsel of record, that in order to facilitate the exchange of information and documents which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

1 **I. PURPOSES AND LIMITATIONS**

2 As the parties have represented that discovery in this action is likely to involve
3 production of confidential or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted, this Court enters the following Protective Order. This Order does not
6 confer blanket protections on all disclosures or responses to discovery. The protection it
7 affords from public disclosure and use extends only to the limited information or items
8 that are entitled to confidential treatment under the applicable legal principles. Further,
9 as set forth in Section 13.3, below, this Protective Order does not entitle the parties to
10 file confidential information under seal. Rather, when the parties seek permission from
11 the court to file material under seal, the parties must comply with Civil Local Rule 79-5
12 and with any pertinent orders of the Court.

13 If any material disclosed or obtained in the course of the instant litigation is
14 intended to be used for any purpose other than prosecuting this litigation, the party
15 seeking public disclosure or dissemination of such materials must first seek approval of
16 the designating party or from the Court.

17 **II. GOOD CAUSE STATEMENT**

18 This action is likely to involve confidential information pertaining to personnel
19 records and other materials subject to privacy protections for which special protection
20 from public disclosure and from use for any purpose other than prosecution of this action
21 is warranted. Limiting disclosure of these documents to the context of this litigation as
22 provided herein will, accordingly, further important law enforcement objections and
23 interests, including the safety of personnel and the public, as well as individual privacy
24 rights of plaintiffs, the individual defendants, and third parties. Such confidential
25 materials and information may consist of, among other things, materials entitled to
26 privileges and/or protections under the following: United States Constitution, First
27 Amendment; the California Constitution, Article I, Section 1; California *Penal Code* §§
28 832.5, 832.7 and 832.8; California *Evidence Code* §§ 1040 and 1043 et. seq; the Privacy

1 Act of 1974, 5 U.S.C. § 552; Health Insurance Portability and Accountability Act of
2 1996 (HIPPA); the right to privacy; decisional law relating to such provisions; and
3 information otherwise generally unavailable to the public, or which may be privileged or
4 otherwise protected from disclosure under state or federal statutes, court rules, case
5 decisions, or common law. Defendants also contend that such confidential materials and
6 information consist of materials entitled to the Official Information Privilege.

7 Confidential information with respect to the Defendants may include but is not
8 limited to: personnel files; internal investigative files and documents; email and written
9 correspondence records; and policies and procedures that are kept from the public in the
10 ordinary course of business, as well as other information that is not generally available to
11 the public and is subject to the Official Information Privilege and other privileges.
12 Confidential information with financial records; email and written correspondence
13 records; video footage and/or photographs of the incident; and psychological and
14 medical notes, evaluations, reports, and treatment plans.

15 Testimony taken at a deposition may be designated as Confidential by making a
16 statement to that effect on the record at the deposition. Arrangements shall be made with
17 the court reporter transcribing the deposition to separately bind such portions of the
18 transcript containing information designated as Confidential, and to label such portions
19 appropriately. Confidential photographs, video or audio footage obtained through the
20 course of discovery or otherwise may not be used for any purpose other than litigating
21 this lawsuit. The parties agree to refrain from directly or indirectly disclosing or publicly
22 disseminating confidential deposition testimony, and/or photographs, video or audio
23 footage obtained through the course of discovery or otherwise, specifically including,
24 but not limited to, dissemination via billboard advertisements, print and online media
25 organizations, or any other internet posting or social media. If any party intends to use
26 such confidential materials for any purpose other than litigating this lawsuit, the party
27 seeking public disclosure must first seek approval of the designating party or from the
28 Court.

1 In light of the nature of the claims and allegations in this case and the parties' 2 representations that discovery in this case will involve the production of confidential 3 records, and in order to expedite the flow of information, to facilitate the prompt 4 resolution of disputes over confidentiality of discovery materials, to adequately protect 5 information the parties are entitled to keep confidential, to ensure that the parties are 6 permitted reasonable necessary uses of such material in connection with this action, to 7 address their handling of such material at the end of the litigation, and to serve the ends 8 of justice, a protective order for such information is justified in this matter. The parties 9 shall not designate any information/documents as confidential without a good faith belief 10 that such information/documents have been maintained in a confidential, non-public 11 manner, and that there is good cause or a compelling reason why it should not be part of 12 the public record of this case.

13 **III. DEFINITIONS**

14 3.1. Action: The instant action: *Bradley v. County of Los Angeles, et al.*, Case 15 No. 2:22-CV-05623.

16 3.2. Challenging Party: a Party or Non-Party that challenges the designation of 17 information or items under this Order.

18 3.3. "CONFIDENTIAL" Information or Items: information (regardless of how 19 it is generated, stored or maintained) or tangible things that qualify for protection under 20 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 21 Statement.

22 3.4. Counsel: Outside Counsel of Record and House Counsel (as well as their 23 support staff).

24 3.5. Designating Party: a Party or Non-Party that designates information or 25 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

26 3.6. Disclosure or Discovery Material: all items or information, regardless of 27 the medium or manner in which it is generated, stored, or maintained (including, among 28 other things, testimony, transcripts, and tangible things), that are produced or generated

1 in disclosures or responses to discovery in this matter.

2 3.7. Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
4 expert witness or as a consultant in this Action.

5 3.8. House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 3.9. Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.

10 3.10. Outside Counsel of Record: attorneys who are not employees of a party to
11 this Action but are retained to represent or advise a party to this Action and have
12 appeared in this Action on behalf of that party or are affiliated with a law firm which has
13 appeared on behalf of that party and includes support staff.

14 3.11. Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 3.12. Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 3.13. Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
22 their employees and subcontractors.

23 3.14. Protected Material: any Disclosure or Discovery Material that is designated
24 as "CONFIDENTIAL."

25 3.15. Receiving Party: a Party that receives Disclosure or Discovery Material
26 from a Producing Party.

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1 **IV. SCOPE**

2 The protections conferred by this Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected Material;
4 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any
5 deposition testimony, conversations, or presentations by Parties or their Counsel that
6 reveal Protected Material, other than during a court hearing or at trial.

7 Any use of Protected Material during a court hearing or at trial shall be governed
8 by the orders of the presiding judge. This Order does not govern the use of Protected
9 Material during a court hearing or at trial.

10 **V. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
13 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
14 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
15 and (2) final judgment herein after the completion and exhaustion of all appeals,
16 rehearing's, remands, trials, or reviews of this Action, including the time limits for filing
17 any motions or applications for extension of time pursuant to applicable law.

18 **VI. DESIGNATING PROTECTED MATERIAL**

19 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each
20 Party or Non-Party that designates information or items for protection under this Order
21 must take care to limit any such designation to specific material that qualifies under the
22 appropriate standards. The Designating Party must designate for protection only those
23 parts of material, documents, items, or oral or written communications that qualify so
24 that other portions of the material, documents, items, or communications for which
25 protection is not warranted are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that
27 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
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1 to unnecessarily encumber the case development process or to impose unnecessary
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it
4 designated for protection do not qualify for protection, that Designating Party must
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6.2 Manner and Timing of Designations. Except as otherwise provided in this
7 Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise stipulated or
8 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents, but
12 excluding transcripts of depositions), that the Producing Party affix at a minimum, the
13 legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
14 contains protected material. If only a portion or portions of the material on a page
15 qualifies for protection, the Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection need
18 not designate them for protection until after the inspecting Party has indicated which
19 documents it would like copied and produced. During the inspection and before the
20 designation, all of the material made available for inspection shall be deemed
21 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
22 copied and produced, the Producing Party must determine which documents, or portions
23 thereof, qualify for protection under this Order. Then, before producing the specified
24 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
25 that contains Protected Material. If only a portion or portions of the material on a page
26 qualifies for protection, the Producing Party also must clearly identify the protected
27 portion(s) (e.g., by making appropriate markings in the margins).

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1 (b) for testimony given in depositions that the Designating Party identifies on the
2 record, before the close of the deposition as protected testimony. Confidential
3 photographs, video or audio footage taken at a deposition may not be used for any
4 purpose other than litigating this lawsuit absent the parties' agreement in writing or a
5 Court Order. The parties agree to refrain from directly or indirectly disclosing or
6 publicly disseminating confidential deposition testimony, and/or photographs, video or
7 audio footage obtained through the course of discovery or otherwise, specifically
8 including, but not limited to, print and online media organizations, or any other internet
9 posting or social media. If any party intends to use such materials for any purpose other
10 than litigating this lawsuit, the party seeking public disclosure must first seek approval
11 from the designating party or the Court.

12 (c) for information produced in some form other than documentary and for any
13 other tangible items, that the Producing Party affix in a prominent place on the exterior
14 of the container or containers in which the information is stored the legend
15 "CONFIDENTIAL." If only a portion or portions of the information warrants protection,
16 the Producing Party, to the extent practicable, shall identify the protected portion(s).

17 (d) The legend "CONFIDENTIAL" shall be affixed to documents and other
18 tangible items in a manner that does not obscure the information contained thereon.

19 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
20 to designate qualified information or items does not, standing alone, waive the
21 Designating Party's right to secure protection under this Order for such material. Upon
22 timely correction of a designation, the Receiving Party must make reasonable efforts to
23 assure that the material is treated in accordance with the provisions of this Order.

24 | VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court's Scheduling
27 Order.

28 | 7.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process under Local Rule 37-1 et seq.

2 7.3 The burden of persuasion in any such challenge proceeding shall be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
4 to harass or impose unnecessary expenses and burdens on other parties) may expose the
5 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
6 the confidentiality designation, all parties shall continue to afford the material in
7 question the level of protection to which it is entitled under the Producing Party's
8 designation until the Court rules on the challenge.

9 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 8.1 Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a Non-Party in connection with this Action
12 only for prosecuting, defending, or attempting to settle this Action. Such Protected
13 Material may be disclosed only to the categories of persons and under the conditions
14 described in this Order. When the Action has been terminated, a Receiving Party must
15 comply with the provisions of Section 14 below.

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a secure manner that ensures that access is limited to the persons
18 authorized under this Order.

19 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
20 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
21 may disclose any information or item designated “CONFIDENTIAL” only to:

22 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to
24 disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this Action;

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(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions or appointed by the Court.

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification shall
2 include a copy of the subpoena or court order unless prohibited by law;

3 (b) promptly notify in writing the party who caused the subpoena or order to issue
4 in the other litigation that some or all of the material covered by the subpoena or order is
5 subject to this Protective Order. Such notification shall include a copy of this Protective
6 Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued by
8 the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with the
10 subpoena or court order shall not produce any information designated in this action as
11 “CONFIDENTIAL” before a determination by the court from which the subpoena or
12 order issued, unless the Party has obtained the Designating Party’s permission, or unless
13 otherwise required by the law or court order. The Designating Party shall bear the
14 burden and expense of seeking protection in that court of its confidential material and
15 nothing in these provisions should be construed as authorizing or encouraging a
16 Receiving Party in this Action to disobey a lawful directive from another court.

17 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a Non-Party
20 in this Action and designated as “CONFIDENTIAL.” Such information produced by
21 Non-Parties in connection with this litigation is protected by the remedies and relief
22 provided by this Order. Nothing in these provisions should be construed as prohibiting a
23 Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to produce a
25 Non-Party’s confidential information in its possession, and the Party is subject to an
26 agreement with the Non-Party not to produce the Non-Party’s confidential information,
27 then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party that some
2 or all of the information requested is subject to a confidentiality agreement with a Non-
3 Party;

4 (2) promptly provide the Non-Party with a copy of the Protective Order in this
5 Action, the relevant discovery request(s), and a reasonably specific description of the
6 information requested; and

7 (3) make the information requested available for inspection by the Non-Party, if
8 requested.

9 (c) If a Non-Party represented by counsel fails to commence the process called for
10 by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and
11 accompanying information or fails contemporaneously to notify the Receiving Party that
12 it has done so, the Receiving Party may produce the Non-Party's confidential
13 information responsive to the discovery request. If an unrepresented Non-Party fails to
14 seek a protective order from this court within 14 days of receiving the notice and
15 accompanying information, the Receiving Party may produce the Non-Party's
16 confidential information responsive to the discovery request. If the Non-Party timely
17 seeks a protective order, the Receiving Party shall not produce any information in its
18 possession or control that is subject to the confidentiality agreement with the Non-Party
19 before a determination by the court unless otherwise required by the law or court order.
20 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
21 seeking protection in this court of its Protected Material.

22 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Protective Order, the Receiving Party must immediately (a) notify in writing the
26 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
27 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
28 unauthorized disclosures were made of all the terms of this Order, and (d) request such

1 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
2 attached hereto as Exhibit A.

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4 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other protection, the
8 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
9 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
10 established in an e-discovery order that provides for production without prior privilege
11 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
12 an agreement on the effect of disclosure of a communication or information covered by
13 the attorney-client privilege or work product protection, the parties may incorporate their
14 agreement into this Protective Order if the Court so allows.

15 **XIII. MISCELLANEOUS**

16 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court in the future.

18 13.2 Right to Assert Other Objections. No Party waives any right it otherwise
19 would have to object to disclosing or producing any information or item on any ground
20 not addressed in this Protective Order. Similarly, no Party waives any right to object on
21 any ground to use in evidence of any of the material covered by this Protective Order.

22 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected
23 Material must comply with Civil Local Rule 79-5 and with any pertinent orders of the
24 assigned District Judge and Magistrate Judge. If a Party's request to file Protected
25 Material under seal is denied by the court, then the Receiving Party may file the
26 information in the public record unless otherwise instructed by the court.

27 **XIV. FINAL DISPOSITION**

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1 After the final disposition of this Action, as defined in Section 5, within 60 days of
2 a written request by the Designating Party, each Receiving Party must return all
3 Protected Material to the Producing Party or destroy such material. As used in this
4 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
5 summaries, and any other format reproducing or capturing any of the Protected Material.
6 Whether the Protected Material is returned or destroyed, the Receiving Party must
7 submit a written certification to the Producing Party (and, if not the same person or
8 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
9 where appropriate) all the Protected Material that was returned or destroyed and (2)
10 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
11 summaries or any other format reproducing or capturing any of the Protected Material.
12 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
13 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
14 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
15 consultant and expert work product, even if such materials contain Protected Material.
16 Any such archival copies that contain or constitute Protected Material remain subject to
17 this Protective Order as set forth in Section 5.

18 **XV. VIOLATION**

19 Any violation of this Order may be punished by any and all appropriate measures
20 including, without limitation, contempt proceedings and/or monetary sanctions.

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22 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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26 _____
27 /s/ Na'Shaun L. Neal

DATED: January 19, 2023

28 Na'Shaun L. Neal
PLC Law Group APC

1 Attorneys for Plaintiffs
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4

5 /s/ Molshree Gupta

DATED: January 19, 2023

6 Patrick E. Stockalper
7 Molshree Gupta
8 KJAR, McKENNA & STOCKALPER, LLP
9 Attorneys for Defendants

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14 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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16 DATED: January 24, 2023
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18 /s/ Jean P. Rosenbluth

19 Honorable Jean P. Rosenbluth
20 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Protective Order that was issued by the United States District
Court for the Central District of California on _____ in the case
of *Bradley v. County of Los Angeles, et al.*, Case No. 2:22-CV-05623.

I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: